

## **EnerSys Inc. NON-DISCLOSURE AGREEMENT**

The parties to this Agreement concur that the following shall govern the actions of the parties in the exercise of their rights and obligations related hereto.

The parties intend to enter into discussions regarding products and the development of business opportunities. During the course of these discussions, each party (DISCLOSING PARTY) may make available and disclose to the other (RECEIVING PARTY), information which is confidential, proprietary or which is considered to be a Trade Secret (hereafter INFORMATION). The RECEIVING PARTY hereto agrees to protect, for a period of five (5) years from date of disclosure, materials and INFORMATION of the DISCLOSING PARTY identified in a writing, oral, graphic or other tangible form which may be marked or communicated as "Confidential" or "Proprietary", against disclosure to unauthorized third parties. The degree of care used in protection of the INFORMATION shall meet reasonable industrial standards and shall in no event be less than the recipient applies to its own confidential or proprietary materials.

All new product data, customer lists, marketing data, competitive information, documents and other tangible items supplied hereunder as well as the INFORMATION shall be and remain the property of the DISCLOSING PARTY. Each party agrees to limit dissemination of such materials to its personnel having a need to know and to return or destroy all such materials upon request of the DISCLOSING PARTY. The above restrictions shall not apply to information independently and rightfully known to the RECEIVING PARTY, rightfully acquired from third parties, approved for release by written authorization of the DISCLOSING PARTY, or required to be released by law. Unless specifically authorized in writing by the DISCLOSING PARTY, the RECEIVING PARTY shall use such INFORMATION solely for the purpose of evaluating the potential business relationship between the parties.

So long as the terms of this Agreement are met, nothing contained herein shall impair or restrict the right of either party, now or in the future, to procure or market products or services which may be competitive with those offered by the other; nor obligate either party to obtain any products or services which may currently or subsequently be offered by the other party; nor prevent either party from entering into similar agreements with other unaffiliated companies including those in the same industry.

No license is granted or implied by this Agreement nor by the provision of any material or INFORMATION furnished, relating to any trade secret, inventions, patents, patent applications, or copyrights now or hereafter obtained. Nothing contained herein or any material or INFORMATION furnished relating to the discussion shall constitute a warranty or representation by either party to the other with respect to the infringement of patent, copyright or other right of third parties.

Neither party shall have the right under this Agreement to use any trade name or mark of the other in connection with any product, promotion or publication without the written consent of the other.

In the event a party is requested or is required to disclose in legal discovery proceedings (including but not limited to depositions, interrogatories, subpoenas, legislative, civil or criminal proceedings or similar processes) any confidential or proprietary material or information which is the subject of this agreement, the party being so requested or required shall give notice to the other party. In the event that an appropriate protective order or waiver of the legal requirement to comply with the discovery process is not obtained or that waiver of compliance with this agreement is not granted, the party being so compelled shall in no event furnish more than the minimal portion legally required to be disclosed using best efforts to require and preserve the confidentiality of the subject information.

This Agreement shall continue in effect until written notice of termination is given by one party to the other; provided, however, that the rights and obligations herein, regarding non-disclosure of materials identified as “Confidential” or “Proprietary”, will survive any expiration or termination of this Agreement unless and until such obligations expire, according to their terms.

Both parties agree that this is the complete and exclusive Agreement between the parties regarding this subject matter stated above, and that it will be interpreted in accordance with the laws of the State of Pennsylvania.